

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DAVIE AND BROWARD COUNTY TO PROVIDE FOR SUPPLEMENTAL BUILDING PERMIT PLAN REVIEW AND INSPECTION SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, from time to time the Town may require supplemental building permit plan review and inspection services; and

WHEREAS, Broward County is certified to provide these services on a contractual basis; and

WHEREAS, it is considered in the best interest of the Town to enter into an agreement with Broward County for these services;

WHEREAS, the Town desires to authorize the appropriate Town officials to execute the Interlocal Agreement between the Town of Davie and Broward County, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town of Council of the Town of Davie does hereby agree to the terms and conditions as set forth in the Agreement, a copy of which is attached as Exhibit "A".

SECTION 2. That the appropriate Town officials are hereby authorized to execute the original Agreement on behalf of the Town of Davie and acknowledging and accepting the terms and conditions as set forth.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

DEVELOPMENT SERVICES DEPARTMENT

Planning & Zoning Division

MEMORANDUM

PZ 03-08-99

TO: Robert D. Rawls, Interim Town Administrator

FROM: Mark A. Kutney, AICP, Development Services Director

DATE: March 3, 1999

RE: Inspection Services/Interlocal Agreement between the Town of Davie and Broward County

Please be advised that trends for structural building inspections have increased substantially since 1997. For example, in the 1st Quarter of FY97-98, (October - December) records indicate 5352 total structural inspections. For the same quarter in FY98-99, the total is 10,370 structural inspections. In addition to this increase the Division has two current Building Inspector vacancies that staff has been unable to effectively fill.

As a result, the Building Division has been forced to reassign Structural Plan Examiners to assist said Inspectors in meeting inspection workload. This has caused a further problem in the timeliness of plan review.

Since it appears to be difficult to recruit the two Building Inspection positions in a timely fashion, staff is recommending that we enter into a Interlocal Agreement with Broward County for supplemental building permit plan review and inspection services. This agreement is structured for a total amount not to exceed \$20,000. These services will be funded out of the Licensing, Inspection & Review Inspection account.

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

INSPECTION SERVICES/PLAN REVIEW TO BE PERFORMED
BY THE BROWARD COUNTY BUILDING AND PERMITTING DIVISION

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

INSPECTION SERVICES/PLAN REVIEW TO BE PERFORMED BY THE BROWARD COUNTY BUILDING AND PERMITTING DIVISION

This is an Interlocal Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

Town of Davie, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "CITY."

WHEREAS, this Agreement is entered into pursuant to §163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969;" and

WHEREAS, BROWARD COUNTY maintains a Building and Permitting Division ("Building and Permitting") that conducts plan examinations and inspections pursuant to the South Florida Building Code; and

WHEREAS, the CITY is desirous of procuring the services of COUNTY for the performance of plan examinations and/or inspections pursuant to the South Florida Building Code within the municipal boundaries of the CITY; and

WHEREAS, COUNTY, through said Division, is willing to perform such services pursuant to the terms and conditions hereafter set forth; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

1. **SCOPE OF SERVICES:**

- 1.1. CITY agrees to transfer to COUNTY the authority to perform the inspection and/or plan review services in accordance with Schedule "A" attached hereto ("Services").
- 1.2. COUNTY shall perform the Services pursuant to Schedule "A" through its Building and Permitting Division, or any successor division as may be designated by the County Administrator.
- 1.3. Additional inspection and/or plan review services may be provided to CITY upon written request to the Director of Building and Permitting, subject to the availability of inspectors to perform such services. CITY shall compensate COUNTY for such additional services in accordance with Section 3, HOURS OF SERVICE AND COMPENSATION.
- 1.4. It is understood and agreed that COUNTY may be required to employ additional personnel to perform the Services required under this Agreement.

2. **FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY:**

It is specifically understood and agreed that all rights and powers as may be vested in the CITY pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of the CITY not specifically addressed by this Agreement, shall be retained by CITY. It is further understood and agreed that this Agreement is not intended to address any of the functions listed below:

Engineering
Water Management
Drainage Districts
Traffic Engineering
Natural Resource Protection
Health Department
Fire Protection

In the event CITY desires to have COUNTY provide any of the above services, a separate agreement shall be required between CITY and COUNTY.

CITY and COUNTY agree that the role of the CITY Building Official as defined in the South Florida Building Code shall not be affected by the terms of this Agreement

3. HOURS OF SERVICE AND COMPENSATION:

- 3.1. CITY agrees to reimburse COUNTY for the Services provided pursuant to Schedule "A" in the estimated total amount of _____ and 00/100 Dollars (\$_____), not to exceed an estimated total of _____ hours. CITY and COUNTY agree that the above amounts are estimated in order to afford COUNTY the opportunity to have the necessary resources available to provide such Services.
- 3.2. COUNTY shall provide the Services set forth on Schedule "A" at the rate of Forty Dollars (\$40.00) per hour.
- 3.3. COUNTY shall invoice CITY on a monthly basis for actual services provided to CITY by COUNTY during the preceding month. CITY shall reimburse COUNTY within forty-five (45) days of the date of the invoice.
- 3.4. In the event CITY requests that COUNTY perform additional inspection and/or plan review services in excess of the estimated total hours of service indicated in subsection 3.1 above, CITY shall reimburse COUNTY at the rate of Forty Dollars (\$40.00) per hour, payable monthly. CITY shall be invoiced for fractional portions of an hour at the rate set forth herein.
- 3.5. In the event additional services are required to be provided by COUNTY to CITY which exceed fifty (50) percent of the total hours set forth in subsection 3.1 above, CITY shall provide ninety (90) days notice to COUNTY in order to afford COUNTY the opportunity to obtain any additional resources that may be required to provide the requested supplementary services.

4. TERM OF AGREEMENT:

- 4.1. This Agreement shall become effective at 12:01 a.m., _____, 19____, and shall continue in full force and effect until midnight, _____, 19____.
- 4.2. This Agreement shall remain in full force and effect unless written notice of termination by the COUNTY or the CITY is provided pursuant to Section 8, NOTICES. Unless terminated as provided pursuant to Section 7, TERMINATION, this Agreement may be renewed for successive two (2) year periods upon request of CITY and upon acceptance by COUNTY.

5. INDEMNIFICATION:

CITY shall be responsible solely for the negligence of CITY's agents, servants and employees.

6. INSURANCE:

6.1. For the term of this Agreement, CITY shall maintain in full force and effect insurance policy(ies) or self insurance funds in the minimum amount stated in §768.28, Florida Statutes. Where such coverage is provided by purchased insurance, the insurer shall be authorized to transact business in the state of Florida.

6.2. CITY shall provide to the COUNTY, upon execution of this Agreement and each anniversary date thereof, certification of the insurance required therein.

7. TERMINATION:

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party of such termination pursuant to Section 8, NOTICES, herein.

8. NOTICES:

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

IF TO COUNTY:

Director, Broward County Building and Permitting Division
955 South Federal Highway
Fort Lauderdale, Florida 33316

With copy to:

County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

IF TO CITY:

Town of Davie/Development Services

6591 Orange Drive

Davie, FL 33314

9. MISCELLANEOUS PROVISIONS:

- 9.1. Assignment: COUNTY shall perform the inspection and/or plan review services provided for in this Agreement exclusively and solely for the CITY which is a party to this Agreement. CITY shall not have the right to assign this Agreement.
- 9.2. Waiver: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 9.3. Severability: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
- 9.4. Entire Agreement: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 9.5. Modification: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 9.6. Applicable law and Venue: The parties agree that this Agreement shall be construed in accordance with the laws of the state of Florida. Venue for any action arising from this Agreement shall lie in Broward County, Florida.

9.7 Drafting: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the _____ day of _____, 199____ and the CITY, signing by and through its _____, authorized to execute same by Commission action on the _____ day of _____, 199____.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of Broward
County, Florida

By _____
Chairperson
____ day of _____, 19____

Approved as to form
Office of County Attorney
for Broward County, Florida
_____, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND _____ FOR
INSPECTION PLAN REVIEW AND/OR BUILDING OFFICIAL SERVICES TO BE
PERFORMED BY THE BROWARD COUNTY BUILDING AND PERMITTING DIVISION

CITY

CITY OF _____

Attest:

By _____
Mayor-Commissioner

____ day of _____, 19____

City Clerk

By _____
City Manager

____ day of _____, 19____

APPROVED AS TO FORM:

By _____
City Attorney

MA/
B&PFORM.A05
#98-49
3/3/98

SCHEDULE "A"

INSPECTION SERVICES AND/OR PLAN REVIEW

Indicate below:

"FS" for full service
"PS" for partial services
"NS" for no service

	<u>INSPECTIONS</u>	<u>PLAN REVIEW</u>
1. Structural	<u>PS</u>	<u>PS</u>
2. Plumbing	<u>PS</u>	<u>PS</u>
3. Electrical	<u>PS</u>	<u>PS</u>
4. Mechanical	<u>PS</u>	<u>PS</u>
5. Mobile Home	<u>PS</u>	<u>PS</u>
6. Code Enforcement of the South Florida Building Code	<u>PS</u> <u>PS</u>	<u>PS</u> <u>PS</u>

(Plan review associated with the service selected shall be performed at the location specified by COUNTY)